

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		10/20/2010	INC. ASSOCIATION: UNITED STATES

RECEIVING PARTY DATA

Name:	Leslie's Poolmart, Inc.
Street Address:	3925 East Broadway Road, Suite 100
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85040
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1489780	CHLOR BRITE II
Registration Number:	2918981	FOR THE HEALTH OF YOUR POOL
Registration Number:	3177030	FRESH 'N CLEAR
Registration Number:	2860141	LESLIE'S SWIMMING POOL SUPPLIES
Registration Number:	2985063	LESLIE'S
Registration Number:	2860142	LESLIE'S SWIMMING POOL SUPPLIES
Registration Number:	2326605	OUTSIDE THE ORDINARY
Registration Number:	3106522	POOL FRESH
Registration Number:	2008596	POWER POWDER
Registration Number:	3080895	SANI-TOWER
Registration Number:	2535435	SOLUTIONS
Registration Number:	2524089	SOLUTIONS

CORRESPONDENCE DATA

900177671

**TRADEMARK
 REEL: 004423 FRAME: 0403**

OP \$315.00 1489780

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NAME OF SUBMITTER:	David Adams
Signature:	/david adams thomsonreuters/
Date:	12/01/2010

Total Attachments: 6
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RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN PATENTS AND TRADEMARKS (this "Release") is made as of November 30, 2010 ("Effective Date") by and between Leslie's Poolmart, Inc. ("Poolmart"), LPM Manufacturing, Inc. ("LPM" and together with Poolmart, the "Grantors") and Wells Fargo Bank, National Association, as successor by merger to Wells Fargo Retail Finance, LLC, in its capacity as administrative agent under the Loan Agreement (as defined herein) for the benefit of itself and the Lenders (as defined herein), and its successors, assigns and other legal representatives ("Grantee"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Loan Agreement.

WHEREAS, pursuant to the terms and conditions of that certain Amended and Restated Intellectual Property Security Agreement, dated as of September 30, 2009, as amended and modified by and between Grantors and Grantee (the "Intellectual Property Security Agreement"), Grantors pledged, assigned and granted to Grantee a continuing security interest in and lien on and right of set-off against all of its right, title and interest in and to its IP Collateral (as defined herein), including without limitation the trademark registrations and applications set forth on Schedule A hereto and the goodwill associated therewith (collectively, the "Trademark Collateral") and the patent registrations and applications set forth on Schedule B hereto (collectively, the "Patent Collateral" and together with the Trademark Collateral, the "IP Collateral"), in order to secure obligations owed by Grantors under the Second Amended and Restated Loan and Security Agreement dated as of September 30, 2009 (the "Loan Agreement") among the Grantors, the financial institutions named therein, as lenders (the "Lenders"), and the Grantee, as Agent and a Lender;

WHEREAS, Grantors and Grantee entered into the Intellectual Property Security Agreement pursuant to the terms and conditions of the Loan Agreement;

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") at Reel 4078, Frame 0076 (the Trademark Collateral) and Reel 23364, Frame 0577 (the Patent Collateral) on October 14, 2009; and

WHEREAS, as of the date hereof, Grantors have satisfied all Obligations (as defined in the Loan Agreement) (other than any inchoate Obligations which have not been asserted, including any indemnification Obligations which survive the termination of the Loan Agreement) under the Loan Documents and the Loan Documents, including, without limitation, the obligations of the Lenders to provide credit thereunder, have been terminated (other than the provisions of the Loan Documents which, by their terms, survive the termination or cancellation of the Loan Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the

Intellectual Property Security Agreement, and hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests it has against the IP Collateral.

If and to the extent Grantee has acquired any right, title or interest to any of the IP Collateral, it hereby assigns and transfers such rights, title or interest to Grantors.

Grantee shall take all further actions, reasonably acceptable to Grantee, and provide to Grantors and each of their respective successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Grantors, each at the Grantors' sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

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IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

WELLS FARGO BANK, NATIONAL ASSOCIATION
(successor by merger to Wells Fargo Retail Finance, LLC)

By: JJB Blanchette



Name: Jennifer Blanchette


Title: Director

Schedule A

UNITED STATES TRADEMARKS:

Registrations:

Mark	Serial/Reg. No.	Reg. Date	Owner
CHLOR BRITE II	Serial No. 73/688,726; Reg. No. 1,489,780	5/31/1988	Leslie's Poolmart, Inc.
FOR THE HEALTH OF YOUR POOL	Serial No. 78/323,013; Reg. No. 2,918,981	1/18/2005	Leslie's Poolmart, Inc.
FRESH 'N CLEAR	Serial No. 78/793,675; Reg. No. 3,177,030	11/28/2006	Leslie's Poolmart, Inc.
LESLIE'S SWIMMING POOL SUPPLIES	Serial No. 78/216,101; Reg. No. 2,860,141	7/6/2004	Leslie's Poolmart, Inc.
	Serial No. 78/323,010; Reg. No. 2,985,063	8/16/2005	Leslie's Poolmart, Inc.
	Serial No. 78/216,107; Reg. No. 2,860,142	7/6/2004	Leslie's Poolmart, Inc.
OUTSIDE THE ORDINARY	Serial No. 75/689,333; Reg. No. 2,326,605	3/7/2000	Leslie's Poolmart, Inc.
POOL FRESH	Serial No. 78/653,583; Reg. No. 3,106,522	6/20/2006	Leslie's Poolmart, Inc.
POWER POWDER	Serial No. 75/022,777; Reg. No. 2,008,596	10/15/1996	Leslie's Poolmart, Inc.
SANI-TOWER	Serial No. 78/553,986; Reg. No. 3,080,895	4/11/2006	Leslie's Poolmart, Inc.

Mark	Serial/Reg. No.	Reg. Date	Owner
	Serial No. 75/847,730 Reg No. 2,535,435	2/5/2002	Leslie's Poolmart, Inc.
Solutions	Serial No. 75/847,053 Reg No. 2,524,089	1/1/2002	Leslie's Poolmart, Inc.

Applications:

None.

Schedule B

UNITED STATES PATENTS:

Issued Patents:

Title	Patent/Pub. No.	Patent Date	Appl. No.	Filing Date	Owner/Assignee
Pool Grate	D437,427	2/6/2001	29/112,413	10/14/1999	Leslie's Poolmart, Inc.

Applications:

None.